



Oregon

John A. Kitzhaber, M.D., Governor

11.3.16

Department of Environmental Quality

811 SW Sixth Avenue

Portland, OR 97204-1390

(503) 229-5696

TDD (503) 229-6993

November 18, 1999

Mr. Larry Johnson
Manager, Marine Operations
Foss Maritime Co.
9030 NW St. Helens Road
Portland, Oregon 97231

SUBJECT: Voluntary Cleanup Letter Agreement

Dear Mr. Johnson:

This letter serves as an agreement between the Oregon Department of Environmental Quality (DEQ) and Foss Maritime Co. for performance of a preliminary assessment with sampling regarding hazardous substances at your property located at: 9030 NW St. Helens Road in Portland, Oregon.

You agree to perform a preliminary assessment and submit it to DEQ within 30 business days of your execution of this Letter Agreement. The preliminary assessment will provide the information described in DEQ guidance for the completion of a preliminary assessment and a proposed sampling program. DEQ will review documents submitted by you or on your behalf regarding the preliminary assessment and investigation of the above referenced site.

A sub-account of the Hazardous Substances Remedial Action Fund has been established to be drawn upon by DEQ as project costs are incurred. When you have signed this letter agreement, you will be invoiced monthly for DEQ project costs, including the costs of preparing the DEQ strategy recommendation and any ongoing review and oversight costs. You will pay DEQ invoices within 30 days of receipt. A sample invoice is attached.

DEQ project costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ and of the Waste Management and Cleanup Division (WMCD) allocable to DEQ oversight of this Letter Agreement which are not charged as direct, site-specific costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.



DEQ-1

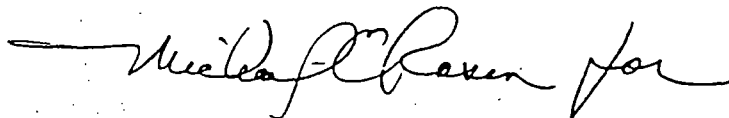
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This Letter Agreement is not and shall not be construed as an admission by Foss Maritime Co. of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release or settlement of claims DEQ may have against Foss Maritime Co. or any other person or as a waiver of any enforcement authority DEQ may have with respect to Foss Maritime Co. or the property. Upon DEQ's request and as necessary to oversight of your work under this Letter Agreement, Foss Maritime Co. shall provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

Following execution of the letter agreement, a DEQ Project Manager will be assigned for the review of the preliminary assessment and oversight of investigation activities associated with your property.

DEQ looks forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Mullane for". The signature is fluid and cursive, with a long horizontal line extending to the left.

Neil Mullane
Administrator
Northwest Region

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If the terms of this Letter Agreement are acceptable to Foss Maritime Co., please have it executed by an authorized representative in the space provided below and returned to us.

Accepted and agreed to this _____ day of _____.

By: _____

Title: _____

Attachment